

COPY

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6 Attorney for Plaintiffs  
7 EUGENE HASENFUS and SALLY HASENFUS

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF LOS ANGELES

10	EUGENE HASENFUS AND SALLY HASENFUS,	)	CASE NO.
11		)	
12	Plaintiffs,	)	COMPLAINT FOR DAMAGES:
13	vs.	)	(1) BREACH OF
14		)	CONTRACT,
15	CORPORATE AIR SERVICES,	)	(2) NEGLIGENCE ARISING
16	a Pennsylvania Corporation, SOUTHERN	)	OUT OF ULTRA-
17	AIR TRANSPORT, a Florida Corporation,	)	HAZARDOUS
18	STANFORD TECHNOLOGY TRADING GROUP	)	ACTIVITIES,
19	INTERNATIONAL, INC., a California	)	(3) NEGLIGENCE ARISING
20	Corporation, RICHARD SECORD, an	)	OUT OF PECULIAR
21	individual, ALBERT HAKIM, an	)	RISK,
22	individual, ROBERT DUTTON, an	)	(4) FRAUD AND DECEIT,
23	individual, WILLIAM LANGTON, an	)	(5) NEGLIGENCE
24	individual, and DOES 1 through 300,	)	MISREPRESENTATION,
25		)	(6) INTENTIONAL
26	Defendants.	)	INFLECTION OF
27		)	OF EMOTIONAL
28		)	DISTRESS,
		)	(7) NEGLIGENCE
		)	INFLECTION
		)	OF EMOTIONAL
		)	DISTRESS

24 EUGENE HASENFUS and SALLY HASENFUS, plaintiffs,  
25 complain against the defendants as follows:

26 1. Plaintiff EUGENE HASENFUS is an individual  
27 residing in the State of Wisconsin, the City of Marinette.  
28

1           2.     Plaintiff SALLY HASENFUS is an individual residing  
2 in the State of Wisconsin, the City of Marinette. Sally and  
3 Eugene Hasenfus are husband and wife.

4           3.     Plaintiffs are informed and believe and thereon  
5 allege that defendant CORPORATE AIR SERVICES (hereinafter  
6 "Corporate Air") is a Pennsylvania Corporation transacting  
7 business in Washington, D. C., Miami, Florida and the world.

8           4.     Plaintiffs are informed and believe and thereon  
9 allege that defendant STANFORD TECHNOLOGY TRADING GROUP, INC.  
10 (hereinafter "Stanford Technology") is a corporation  
11 incorporated in the State of California and transacting  
12 business throughout the United States and the world.

13          5.     Plaintiffs are informed and believe and thereon  
14 allege that defendant SOUTHERN AIR TRANSPORT (hereinafter  
15 "SAT") is a Florida corporation authorized to do and doing  
16 business in Miami, Florida and the world.

17          6.     Plaintiffs are informed and believe and thereon  
18 allege that defendant RICHARD SECORD is President of Stanford  
19 Technology and an Officer of defendant CORPORATE AIR and is an  
20 individual residing in the State of Virginia.

21          7.     Plaintiffs are informed and believe and thereon  
22 allege that ROBERT DUTTON is an employee of defendant  
23 CORPORATE AIR and an employee of defendant STANFORD TECHNOLOGY  
24 and is an individual residing in the State of Virginia.

25          8.     Plaintiffs are informed and believe and thereon  
26 allege that defendant ALBERT HAKIM is an employee of defendant

1 STANFORD TECHNOLOGY and CORPORATE AIR and is an individual  
2 residing in the City of Los Gatos, the State of California.

3 9. Plaintiffs are informed and believe and thereon  
4 allege that Defendants Albert Hakim, Richard Secord, Robert  
5 Dutton and Does 1-50 are the owners and shareholders of  
6 defendant Corporate Air.

7 10. Plaintiffs are informed and believe and thereon  
8 allege, that defendants Albert Hakim, Richard Secord, Robert  
9 Dutton and Does 1-50 are the owners and shareholders of  
10 defendant Stanford Technology.

11 11. Plaintiffs are informed and believe and thereon  
12 allege that at all material times hereto defendant RICHARD  
13 SECORD, ROBERT DUTTON, ALBERT HAKIM, WILLIAM LANGTON and DOES  
14 100 through 175 (the "controlling defendants") dominated and  
15 controlled Stanford Technology, Corporate Air and SAT (the  
16 "controlled defendants") as their mere instrumentalities and  
17 alter egos and said defendants created such unity of interest  
18 and ownership and management between themselves and said  
19 corporations that any individuality or separateness of the  
20 controlling defendants and the controlled defendants has  
21 ceased to exist.

22 12. Plaintiffs are further informed and believe and  
23 thereon allege that the controlled defendants were organized  
24 and operated without sufficient capital or other sufficient  
25 basis of financial responsibility and that the controlling  
26 defendants used the corporate form of the controlled

1 defendants to evade contractual obligations and other  
2 liabilities to accomplish other wrongful and inequitable  
3 purposes.

4 13. Justice and equity can best be served and fraud  
5 and unfairness can be avoided only by disregarding the  
6 separateness of the controlling defendants and the controlled  
7 defendants.

8 14. The true names, capacities, and identities of  
9 defendants named as Does 1-300, inclusive, whether individual,  
10 partnership, or corporate, are presently unknown to plaintiff,  
11 who therefore sues the does defendants by such fictitious  
12 names.

13 15. Plaintiffs are informed and believe and based  
14 thereon allege that each of the doe defendants is responsible  
15 for some manner by their acts and omission to act herein  
16 alleged. At such time as the true names, capacities, and  
17 identities of the does become known, plaintiffs will seek  
18 leave of the court to amend this complaint accordingly.

19 16. Plaintiffs are informed and believe and thereon  
20 allege that at all times material hereto each of the foregoing  
21 defendants was the agent of the remaining defendants and that  
22 at all times material hereto acting within the scope of the  
23 agency and that the acts of each of the defendants were  
24 authorized and ratified by each of the remaining defendants.  
25 Plaintiffs are further informed and believe and based thereon  
26 allege that each of the defendants was a co-conspirator with  
27  
28

1 each of the remaining defendants and was at all times material  
2 hereto acting within the scope of said conspiracy as  
3 hereinafter alleged.

4 GENERAL ALLEGATIONS

5 17. In May 1986, Plaintiff Eugene Hasenfus was  
6 solicited by a Mr. William Cooper, an employee of Corporate  
7 Air, to come to work for Corporate Air for a base salary of  
8 \$3,000.00 a month plus \$750.00 per flight plus room and board  
9 and all related expenses. Mr. Hasenfus was induced to work  
10 for Corporate Air by representations that it was "just like  
11 Air America" and that he would be performing identical  
12 services for Corporate Air as he had for Air America. Mr.  
13 Hasenfus had previously worked for Air America which used  
14 first class equipment, organization and support to run supply  
15 missions in Southeast Asia. Air America was controlled and  
16 owned by the Central Intelligence Agency ("CIA"). Mr.  
17 Hasenfus was a "kicker," a person who organized and performed  
18 the act of pushing material out of an airplane for supply  
19 drops.

20 18. Mr. Hasenfus was further induced to work for  
21 Corporate Air based on representations that it was run "right  
22 out of the back door of the White House" implying government  
23 support and backing.

24 19. Based on these representations in part, Mr.  
25 Hasenfus left his construction job in Wisconsin and flew to  
26 Florida where he signed an employment agreement with Corporate

1 Air in July 1986 for the terms set forth above. Although  
2 repeated requests have been made for the copy of the contract,  
3 Mr. Hasenfus was not provided with a copy of the contract at  
4 the time of the signing nor any time thereafter.

5 20. Although Mr. Hasenfus' employment agreement was  
6 with Corporate Air, several companies clearly acted as agents  
7 and representatives of Corporate Air including defendant  
8 Southern Air Transport (hereinafter "SAT"). SAT performed the  
9 ticketing operations for Corporate Air on behalf of Mr.  
10 Hasenfus for trips to San Salvador. SAT paid for Mr.  
11 Hasenfus' room at the Holiday Inn in Miami where he was on  
12 Corporate Air business. SAT supplied at least one of the  
13 actual planes utilized by Corporate Air. Plaintiff is  
14 informed and believes and thereon alleges that at all relevant  
15 times herein there existed a substantial business relationship  
16 between SAT and Corporate Air including the interchanging of  
17 employees, equipment and money.

18 21. Representations made to Eugene Hasenfus for the  
19 purpose of inducing him to perform certain services for  
20 Corporate Air were, in fact, false. Corporate Air was not  
21 anything like Air America. The true facts were that the  
22 airplanes and equipment used by Corporate Air were not "state  
23 of the art" cargo planes as used by Air America but rather  
24 were antique, dilapidated aircraft. Instead of first class  
25 equipment, Mr. Hasenfus was not even supplied with the most  
26 basic safety equipment such as a parachute. In fact, Mr.

1 Hasenfus was not allowed to even keep a parachute which he  
2 acquired at the Corporate Air Base in Aguacate because it cost  
3 too much money.

4 22. Mr. Hasenfus was forced to pay for and have  
5 shipped from the United States his own parachute. Corporate  
6 Air failed to even supply survival kits to its employee.  
7 Corporate Air employees were not provided compasses, radios,  
8 nor sufficient clothing for their assigned tasks. The  
9 airplanes frequently overheated, had broken gauges, and  
10 navigation systems that didn't work.

11 23. On October 5, 1987, Eugene Hasenfus was shot down  
12 over Nicaragua. The misrepresentations made with respect to  
13 Corporate Air Services became even more apparent. The plane  
14 in which Mr. Hasenfus was working did not have a defense  
15 system to avoid heat seeking missiles such as the missile that  
16 hit the plane. The presence of such a system could possibly  
17 have prevented destruction of the plane and the subsequent  
18 events. Mr. Hasenfus was forced to parachute from the plane  
19 but was ill prepared to protect himself from capture as a  
20 result of Corporate Air's failure to provide fundamental  
21 survival equipment such as a compass and radio. The failure  
22 of Corporate Air to provide fundamental survival equipment  
23 such as a compass and radio proved devastating. Eugene  
24 Hasenfus was on the ground in Nicaragua without a radio to  
25 contact his employer and further without a compass to indicate  
26 his whereabouts. As a consequence of the failure to provide

1 such equipment, Eugene Hasenfus was captured, imprisoned and  
2 mentally tortured for three months in a foreign jail.

3         24. Once captured, again the falsity of Corporate  
4 Air's representations became apparent. Corporate Air and the  
5 United States Government denied any responsibility or  
6 knowledge of association with Mr. Hasenfus. During the months  
7 of his incarceration, Mr. Hasenfus was continually confronted  
8 with statements by the United States Government and others  
9 that denied any association with him and further stated that  
10 he was possibly a dope smuggler or gun runner. The immense  
11 emotional distress of Mr. Hasenfus' months in the Nicaraguan  
12 prison were greatly intensified by his employers' failure to  
13 provide him with the promised backing and support.

14         25. After Mr. Hasenfus' capture, continuous  
15 representations by both Corporate Air and the United States  
16 Government, through the State Department, were made regarding  
17 payment for the expenses of Mr. Hasenfus and his family,  
18 including his wife Sally Hasenfus. Sally Hasenfus and others  
19 were continually assured, particularly by the State  
20 Department, that all expenses incurred would be reimbursed.

21         26. In fact, a fund was initially formed to help  
22 defray the enormous costs incurred by the Hasenfus family.  
23 However, the State Department convinced the Hasenfuses not to  
24 encourage or promote such a fund because all expenses "would  
25 be taken care of." These representations turned out to be  
26 false. Despite these recreated representations, the United



1 States Government and Corporate Air have refused to compensate  
2 the Hasenfuses for any of their out-of-pocket expenses.

3 27. Perhaps more shockingly, it has become apparent  
4 that the deception practiced on Eugene Hasenfus was one of  
5 even greater magnitude. Plaintiffs are informed and believe  
6 and thereon allege that Corporate Air and its related  
7 activities were part of a fraudulent enterprise which resulted  
8 in immense profits to certain individuals. The plaintiffs are  
9 informed and believe that in at least one instance,  
10 substantial charges, up to \$13,500 per month were charged for  
11 Mr. Hasenfus' services by his employer, when he was in fact  
12 only paid \$3,000 per month. The Corporate Air operations were  
13 in fact only a small part of an international arms scandal  
14 which utilized Mr. Hasenfus' services to accomplish its  
15 undisclosed designs to reap huge profits to private  
16 individuals at the emotional and financial expense of Sally  
17 and Eugene Hasenfus.

18 28. Had Mr. Hasenfus known the true facts, he would  
19 not have entered into the contract with Corporate Air nor  
20 performed said services.

21 FIRST CAUSE OF ACTION  
22 (Breach of Contract Against Corporate  
23 Air and Does 1 through 100)

24 29. Plaintiff repeats and incorporates by reference as  
25 though set forth in full in Paragraphs 1 through 28 inclusive  
26 herein above.

27 30. On or about July 1986, plaintiff Eugene Hasenfus  
28

1 entered into a contract with Corporate Air wherein Corporate  
2 Air agreed to pay Eugene Hasenfus the sum of \$3,000 per month  
3 and \$750 per flight plus all related expenses pertaining to  
4 his employment.

5 31. Plaintiff Eugene Hasenfus performed all  
6 obligations and conditions under said contract. Defendant  
7 Corporate Air breached said contract by the following acts:

8 1. Failing to pay the \$3,000 per month for the  
9 term of the contract or at least through the months of  
10 October, November and December, 1986.

11 2. Failing to pay the \$750/month for certain  
12 flights performed by Eugene Hasenfus.

13 3. By failing to pay all related expenses  
14 incurred by Eugene Hasenfus and his family as a result of  
15 Eugene Hasenfus employment with Corporate Air.

16 4. By failing to indemnify Eugene Hasenfus  
17 against any and all losses incurred as a result of his  
18 employment with Corporate Air.

19 32. As a direct and proximate result of the breach of  
20 contract, plaintiff has been damaged in a sum including, but  
21 not limited to, out-of-pocket damages in excess of \$50,000.00  
22 and such other consequential damages as will be shown at trial  
23 herein.

24 SECOND CAUSE OF ACTION  
25 (Negligence Based on Ultrahazardous  
26 Activity Against All Defendants)

27 33. Plaintiffs repeat and incorporate by reference as  
28

1 though set forth in full Paragraphs 1 through 32 inclusive,  
2 hereinabove.

3 34. Eugene Hasenfus was employed by Corporate Air to  
4 engage in an activity which involved the risk of serious harm  
5 to a person.

6 35. The activity for which Eugene Hasenfus was  
7 employed exposed him to a risk of serious harm which could not  
8 be eliminated by the exercise of utmost care.

9 36. The activity for which Eugene Hasenfus was  
10 employed was not a matter of common usage customarily carried  
11 on by many people in the community.

12 37. Knowing that they engaged Eugene Hasenfus to work  
13 in an ultrahazardous activity, defendants failed to provide  
14 fundamental safety equipment which should be supplied by an  
15 employer for the reasonably foreseeable risk of being shot  
16 down and captured. Defendants, and each of them, failed to  
17 supply the equipment as set forth above which was normal and  
18 reasonable safety equipment necessary to protect against the  
19 risk of being shot down and captured.

20 38. The defendants' failure to provide such equipment  
21 is a proximate result of Eugene Hasenfus' capture and  
22 defendants are strictly liable for any and all damages  
23 sustained by Eugene Hasenfus and his family. As a direct and  
24 proximate result of defendants' negligence set forth herein,  
25 plaintiffs have been damaged by out-of-pocket monies in excess  
26 of \$50,000.00, and by other consequential damages, including

1 without limitation severe emotional distress and should be  
2 compensated in an amount to be shown at trial but not less  
3 than \$10,000,00.00.

4 THIRD CAUSE OF ACTION

5 (Negligence based on Peculiar Risk Doctrine,  
6 Section 413 of the Restatement of Torts)

7 39. Plaintiffs repeat and incorporate by reference as  
8 though set forth in full Paragraphs 1 through 38 hereinabove.

9 40. Plaintiffs are informed and believe and thereon  
10 allege that defendants Stanford Technology, Southern Air  
11 Transport and Does 100 through 125 hired Corporate Air as an  
12 independent contractor to perform air drops for supplies and  
13 equipment in Nicaragua.

14 41. The performance of work by Eugene Hasenfus should  
15 have been recognized by Southern Air Transport and Stanford  
16 Technology as likely to create a "peculiar unreasonable risk"  
17 of harm to others including Eugene Hasenfus as an employee of  
18 Corporate Air.

19 42. Southern Air Transport and Stanford Technology's  
20 failure to take special precautions such as the supplying of  
21 the safety equipment set forth above caused the harm to  
22 plaintiffs set forth herein.

23 43. As a direct and proximate result of defendants'  
24 conduct as set forth herein plaintiffs have been damaged and  
25 suffered out of pocket losses in excess of \$50,000 and have  
26 suffered severe emotional distress, embarrassment and shock to  
27 their nervous system and should be compensated in an amount to  
28

1 be shown at trial, but not less than \$10,000,000.00.

2 FOURTH CAUSE OF ACTION

(Fraud and Deceit Against All Defendants)

3 44. Plaintiff repeats and incorporates by reference  
4 set forth in full in Paragraphs 1 through 43, inclusive herein  
5 above.

6 45. The defendants and does 125 through 175 falsely  
7 and fraudulently made the representations described above,  
8 including the statements set forth above and other  
9 representations which were all material. These  
10 representations were deliberately false and misleading in that  
11 among other things they do not set forth the true facts,  
12 described above. At all times material hereto, plaintiff  
13 Eugene Hasenfus was ignorant of the true facts including  
14 without limitation, that the United States Government would  
15 deny any involvement whatsoever with the entire operation and  
16 that defendants were making a substantial amount of money by  
17 plaintiff's services and were in fact involved in an  
18 international arms scandal.

19 46. At the time the defendants made certain  
20 representations to plaintiff to induce him to work for them,  
21 defendants knew them to be false. Plaintiff was unaware of  
22 the truth of the representations and such statements were made  
23 with intent to defraud and deceive plaintiff to enter into  
24 employment and perform services for Corporate Air.

25 47. Eugene Hasenfus reasonably relied on the  
26 representations made by defendants.

1           48. As a direct and proximate result of the conduct  
2 described above, Eugene Hasenfus has been damaged by out-of  
3 pocket losses in excess of \$50,000.00 and by substantial  
4 emotional distress and embarrassment through the activities  
5 described above.

6           49. Plaintiff is informed and believes and based  
7 thereon alleges that in doing the acts set forth herein  
8 defendants and Does 125 through 175 acted with premeditation  
9 with the intent to injure Eugene Hasenfus and that said action  
10 was done with oppression, fraud and malice or reckless  
11 disregard for the consequences of such acts on plaintiff.  
12 Plaintiff is further informed and believes and based thereon  
13 alleges that defendants Southern Air Transport, Corporate Air  
14 and Stanford Technology, through their officers and directors  
15 ratified the conduct alleged hereon above. Plaintiff is  
16 therefore entitled to an award of punitive damages of not less  
17 than \$25,000,000.00.

18                           FIFTH CAUSE OF ACTION  
19           (Negligent Misrepresentation Against All Defendants)

20           50. Plaintiff repeats and incorporates by reference as  
21 set forth in full Paragraphs 1 through 49 inclusive  
22 hereinabove.

23           51. Defendants and Does 125 through 175 made the false  
24 representations alleged herein without reasonable ground for  
25 believing that said representations were true and with the  
26 knowledge that plaintiffs were unaware of the material facts  
27 which were not disclosed.

1           52. Defendants made the false representations alleged  
2 herein with the intent to induce plaintiff to perform services  
3 which would benefit defendants.

4           53. Eugene Hasenfus relied on the false  
5 representations as alleged above without knowledge of the  
6 material facts. Plaintiff would not have agreed to work for  
7 Corporate Air nor would he have continued to fly missions on  
8 behalf of the company but for such false representations.

9           54. As a direct and proximate result of the false  
10 representations set forth above, plaintiff has suffered out-  
11 of-pocket losses in excess of \$50,000.00 and will continue to  
12 be damaged by emotional distress and should be awarded such  
13 damages as will compensate him for such loss in an amount in  
14 excess of \$10,000,000.00.

15           55. Plaintiff is informed and believes and thereon  
16 alleges that in doing the acts set forth herein defendants and  
17 Does 125 through 175 acted with premeditation with the intent  
18 to injure Eugene Hasenfus and that said action was done with  
19 oppression, fraud and malice or reckless disregard for the  
20 consequences of such acts on plaintiff. Plaintiff is further  
21 informed and believes and based thereon alleges that  
22 defendants Southern Air Transport, Corporate Air and Stanford  
23 Technology, through their officers and directors ratified the  
24 conduct alleged hereon above. Plaintiff is therefore entitled  
25 to an award of punitive damages not less than \$25,000,000.00.

SIXTH CAUSE OF ACTION

(Intentional Infliction of Emotional Distress  
Against All Defendants and DOES 1 through 100)

56. Plaintiff repeats and incorporates by reference as though set forth in full Paragraphs 1 through 55 inclusive hereinabove.

57. Defendants, while acting without any defense or privilege, engaged in intentional and/or reckless conduct which was outrageous in that:

A. They intentionally refused to recognize or defend Eugene Hasenfus when captured in Nicaragua.

B. Defendants repeatedly promised to "take care of" the tremendous expenses incurred by Sally and Eugene Hasenfus in defending Eugene Hasenfus.

C. Defendants used Eugene Hasenfus as an unknowing participant in an international arms scandal.

58. By reason of the conduct described above, defendants caused injury to Sally and Eugene Hasenfus including shock to their nervous system, severe emotional distress, anxiety and embarrassment and plaintiffs should be compensated in an amount to be shown at trial but not less than \$10,000,000.00.

59. Plaintiff is informed and believes and based thereon alleges that in doing the acts set forth herein defendants and does 125 through 175 acted with premeditation with the intent to injure Eugene Hasenfus and that said action was done with oppression, fraud and malice or reckless



1 disregard for the consequences of such acts on plaintiff.  
2 Plaintiff is further informed and believes and based thereon  
3 alleges that defendants Southern Air Transport, Corporate Air  
4 and Stanford Technology, through their officers and directors  
5 ratified the conduct alleged hereon above. Plaintiff is  
6 therefore entitled to an award of punitive damages of not less  
7 than \$25,000,000.00.

8 SEVENTH CAUSE OF ACTION  
9 (Negligent Infliction of Emotional Distress  
Against All Defendants and Does 1-300)

10 60. Plaintiff repeats and incorporates by reference  
11 as though set forth in full Paragraphs 1 through 59 inclusive  
12 hereinabove.

13 61. Defendants owed a duty to plaintiff to comply with  
14 the representations made to him and not to lure plaintiff to  
15 work for them without disclosing all material facts. It is  
16 reasonably foreseeable that defendants' failure to fulfill  
17 their duties to plaintiff would cause him severe emotional  
18 distress and his family severe and emotional distress.

19 62. As a result of the conduct described above,  
20 Defendants caused injury to Eugene Hasenfus including shock to  
21 his nervous system, severe emotional distress and  
22 embarrassment. Defendants further caused injury to Sally  
23 Hasenfus including shock to her nervous system, severe  
24 emotional distress and embarrassment. Plaintiffs should be  
25 compensated at an amount to be shown at trial but not less  
26 than \$10,000,000.00.

1           WHEREFORE, Plaintiff prays for judgment against all  
2 defendants and each of them as follows:

3           1.     For general, special and consequential damages in  
4 an amount not less than \$10,000,000.00.

5           2.     For exemplary damages according to proof but not  
6 less than \$25,000,000.00.

7           3.     For such other and further relief as the Court may  
8 deem just and proper.

9  
10 Dated:   October 5, 1987

STRANGE & NELSON

11  
12 By: \_\_\_\_\_  
13       Brian R. Strange  
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# Area/State

## Southern Air says Hasenfus suit

LOS ANGELES (AP). — Southern Air Transport, named in a \$35 million suit filed by Eugene Hasenfus, said the suit is frivolous and it had no connection with the American mercenary shot down over Nicaragua.

Hasenfus, of Marinette, Wis., claims Miami-based Southern Air Transport paid some of his expenses and furnished at least one plane for delivery of weapons to Nicaraguan rebels.

"Southern Air did not own the plane with which Mr. Hasenfus was involved," airline spokesman Jack Thale said Wednesday. "Mr. Hasenfus was not employed by Southern Air and has no connection with Southern Air."

"The fact that Mr. Hasenfus named about 300

others in addition to Southern Air as defendants seems an obvious indication of the incredible frivolousness of this suit."

Also named in the Los Angeles Superior Court suit filed Tuesday were some key players in the Iran-Contra affair, including retired Air Force Maj. Gen. Richard Secord and Albert Hakim, and three firms Hasenfus claims employed him.

Hasenfus alleges he was hired by Corporate Air Services of Miami, whose owners and shareholders were identified as Secord and Hakim, to throw supplies out of the plane as it flew over Nicaragua.

Hasenfus was captured Oct. 6, 1986, by Sandinista soldiers, a day after the C-123 weapons

transport plane in which he was flying down over southern Nicaragua. He was there three months.

In the suit, he said his employers provided him with improper survival training and failed to acknowledge he worked for them while he was captured and failed to reimburse expenses incurred in the operation.

The lawsuit seeks \$10 million in damages and \$25 million in punitive damages.

Individuals named in the suit were Hakim, Robert Dutton and William J. Hasenfus states are all officers of Strategy Technology Trading, also named in the suit.

## Tax rate for 1988 budget down 5 cents

By BETTY SCHILLING  
Press Correspondent

CHILTON — Calumet County's tax rate to support the proposed 1988 budget is down 5 cents from this year's rate.

The proposed 1988 budget is \$14,519,745, an increase of \$523,499 from the 1987 budget.

budget, the most ever used by the county to reduce the budget.

County Accounting Coordinator Roger Siebers said the unexpended funds were the result of over-budgeting expenditures and under-budgeting revenues in previous budgets.

The proposed budget, he said, has tried to cut down on that occurring in the 1988 budget. Siebers

of cuts were made in the budget. Each department was notified of the cuts, and had an opportunity to respond to those cuts.

Gonzo said one area in which many cuts were made was seminar attendance and call-in time for all departments. Departments, Gonzo said, were requesting too much time out of the office. In some cases, he said, individuals were requested as many as 16 days out of

from the county was denied by the Finance Committee. The reason for the request was to more closely reflect the actual costs of serving the rural populations that use the city libraries.

According to Carl Siebert, president of the Chilton Public Library, the cumulative cost for service to rural library patrons by the three libraries is \$53,409.

The three libraries requested an increase of \$5,250.

# Area/State

## Air says Hasenfus suit is frivolous

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Eugene  
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airline  
"Mr.  
Air and  
out 300

others in addition to Southern Air as defendants seems an obvious indication of the incredible frivolousness of this suit."

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Hasenfus alleges he was hired by Corporate Air Services of Miami, whose owners and shareholders were identified as Secord and Hakim, to throw supplies out of the plane as it flew over Nicaragua.

Hasenfus was captured Oct. 6, 1986, by Sandinista soldiers, a day after the C-123 weapons

transport plane in which he was flying was shot down over southern Nicaragua. He was held for three months.

In the suit, he said his employers lied to him, provided him with improper survival equipment, failed to acknowledge he worked for them after he was captured and failed to reimburse him for expenses incurred in the operation.

The lawsuit seeks \$10 million in general damages and \$25 million in punitive damages.

Individuals named in the suit were Secord, Hakim, Robert Dutton and William Langton, who Hasenfus states are all officers of Stanford Technology Trading, also named in the suit.

Hasenfus accused Corporate Air of using dilapidated, out-of-date airplanes and of failing to provide him with a parachute, compass or radio. He said he used his own parachute to bail out, and the lack of a compass or radio led to his capture by Sandinista troops.

Two other Americans and a Nicaraguan were killed in the crash.

Hasenfus attorney Brian Strange said there was "no clear place to file" the suit and that "Los Angeles is as good a place as any."

Since two of the defendants are listed with California addresses — Hakim and Stanford Trading Group Inc. — the decision on where to file was up to Hasenfus, Strange said.

## 1988 budget down 5 cents in Calumet County

from the county was denied by the

Chilton, chairman of the Park Commission, explained that the im-

the first time, money was included for the purchase of a car for the highway commissioner. Gonzo said